

INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY EDUCATION SERVICE AGENCY AND
ARIZONA DEPARTMENT OF EDUCATION BY AND THROUGH THE MARICOPA COUNTY EDUCATION SERVICE
AGENCY

Addendum A

The following provision is added to Section 7 (7.7) regarding mutual commitments: "Records. Pursuant to A.R.S. § 35-214, each party shall retain and shall contractually require any subcontractor to retain all data, books and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, a party shall produce the original of any or all such records."

The following provision is added to Section 7 (7.8) regarding mutual commitments: "Intellectual Property. Both parties agree that any intellectual property, processes, technologies, etc developed under this agreement will be the sole property of MCESA and licensed to ADE under a perpetual non-exclusive agreement."


The following provision is added to Section 8 (8.5) regarding termination: "Arbitration. The Parties to this Agreement agree to resolve all disputes arising out of or relating to the Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes."

The following provision is added to Section 8 (8.6) regarding termination: "Ownership. In the event of termination by either party assets (i.e. hardware and software) purchased by ADE under this agreement will be retained by ADE for the continued development and/or implementation of the Arizona Student Longitudinal Data System (AZ-SLDS)."

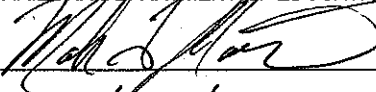
The following provision is added to Section 9 regarding payments and funding: "Non-Availability of Funds. Every payment obligation of each party under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the Agreement, the non-appropriated party may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the terminating party in the event this provision is exercised, and the terminating party shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph."

Section 14.2 is revised to read as follows: "The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability."

FOR AND ON BEHALF OF:
MARICOPA COUNTY BOARD OF SUPERVISORS


DEC 20 2011
Date 11/02/11

FOR AND ON BEHALF OF:
ARIZONA DEPARTMENT OF EDUCATION:


3/23/12
Date

Pursuant to A.R.S. § 11-952, legal counsel has determined that this Addendum is within the powers and authority granted under the laws of the State of Arizona.


Attorney for Maricopa County

Date: Dec 19 2011


Attorney for Arizona Department of Education

Date: 3-23-12

ATTEST:


DEPUTY Clerk of the Board